intended as a notice would actually give notice. As a general rule a memorandum or indorsement upon a bill or note intended as a part of the contract will modify or affect the contract, and will bind all parties to the instrument, and all those who have, or legally are presumed to have, notice thereof. See 2 RANDOLPH, COMM. PAPER, §190; 4 DANIEL, NEG. INST., §§154, 1407 and notes; *Gift* v. *Hall,* 1 Humph. 480; *Fletcher* v. *Blodgett,* 16 Vt. 26, and *Jones* v. *Fales,* 4 Mass. 245, where the words ["Foreign Bills"] were written on the margin of the note and the same was held non-negotiable. In *Costelo* v. *Crowell,* 127 Mass. 293, LORD, J., said; "Any language put upon any portion of the face or back of a promissory note, which has relation to the subject matter of the note, by the maker of it before delivery, is a part of the contract." No case has been found deciding the precise point determined in the principal case, but the decision of the majority seems to be in accord with reason, and especially with the facts of the case.

BILLS AND NOTES—TRANSFER OF NOTE BY INDORSEMENT—WHAT LAW GOVERNS THE INDORSER'S CONTRACT.—Plaintiff brings suit to recover the amount of a note executed and delivered in 1901 in California, secured by mortgage on land in that state, and non-negotiable by the local law, and which was transferred by indorsement by the defendants in New Jersey after the passage of the Negotiable Instruments Act of April 4, 1902, (P. L. p. 583). *Held,* that the validity and effect of the contract of the indorsers were determined by that act and plaintiff could recover. *Mackintosh* v. *Gibbs et al.* (1909), — N. J. —, 74 Atl. 708.

In general the indorsement of a note or bill is a new distinct contract, which is governed, as to its nature, validity, interpretation, and effect by the law of the state where it is made. *Aymar* v. *Sheldon,* 12 Wend. 439, 27 Am. Dec. 137; *Ballingalls* v. *Gloster,* 3 East. 482; *Field* v. *Holland,* 6 Cranch (U. S.) 8, 3 L. Ed. 136; *Glidden* v. *Chamberlin,* 167 Mass. 486, 46 N. E. 103, 57 Am. St. Rep. 479; *Spies* v. *Nat. City Bank,* 174 N. Y. 222, 66 N. E. 736, 61 L. R. A. 193; *Douglas* v. *Bank of Commerce,* 97 Tenn. 133, 36 S. W. 874. In *Gay* v. *Rainey,* 89 Ill. 221, 31 Am. Rep. 76, a note was executed in Illinois and sent to a payee in Louisiana, who indorsed and returned it to the makers, who negotiated it in the former state, and the indorsement was held to be governed by the law of Illinois. See *Wooley* v. *Lyon,* 117 Ill. 244, 6 N. E. 885, 57 Am. Rep. 867. The principal case is in accord with the previous New Jersey decisions, and is sustained by reason and authority, and within the spirit of the Negotiable Instruments Act.

BOUNDARIES—PRIVATE WAY—TITLE TO FEE—PRESUMPTION.—Thomas Seery opened a private pass-way 22 feet wide on a lot of land less than an acre in size, which way extended from Mattatuck Street to a canal owned by a third party. He later erected houses upon this land, four facing the pass-way, known as Seery Place, and two facing Mattatuck Street. Katherine Seery, who succeeded to the ownership and possession of the whole property, conveyed it all away to various parties, unless with the exception of Seery Place. One of these lots was conveyed as bounded "westerly on Seery Place." Subsequently she conveyed her interest and title in Seery Place to the plaintiff.